


DTX 1463
(USPS-ADS-000902290)
(Excerpt)
(Redacted)

 : All redactions proposed by
the United States

 : Additional information
covered by confidentiality
objections of third parties

83813

ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 15, 21, 22, 24A and 27				1. REQUISITION NO.		PAGE OF 1 9	
2. CONTRACT/ORDER NO. 2ACCSR-22-B-0002		3. AWARD/EFFECTIVE DATE SEE BLOCK 28		4. MASTER CONTRACT NO.		5. SOLICITATION NO. 2A-22-A-0002	
6. SOLICITATION ISSUE DATE 12/30/2021		7. For Information Call A. NAME YU TE S. CHANG		B. TELEPHONE NO. 202 268 7481		C. FAX NO.	
8. OFFER DUE DATE/TIME		9. ISSUED BY Advertising & Creative Services Professional & Technical Service CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1520 Washington DC 20260-1520 EMAIL: YuTe.S.Chang@usps.gov		10. AGO CODE 2ACCSR		11. SOLICITATION METHOD <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP <input type="checkbox"/> ORAL	
12. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> SEE SCHEDULE		13. SUPPLIER SUB: UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 7247 PHILADELPHIA PA 191708060 TELEPHONE: FAX: EMAIL:		14. BILLING ADDRESS *EINV COR-CO CERTIFY Please log onto to USPS Electronic Invoicing Portal at https://einvoice.usps.com to submit all invoices electronically. Bill of Lading and/or Receiving Report Required		CODE *EINV COR-CO CERTIFY	
15. REMITTANCE ADDRESS UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 74003228 CHICAGO IL 606746228 TELEPHONE: FAX: EMAIL:		16. DELIVERY ADDRESS ADVERTISING & PROMOTIONS USPS 475 LENFANT PLZ SW RM 1019 WASHINGTON DC 20260-1019 TELEPHONE: 703-292-3508 DELIVER BY/END DATE: Multiple		CODE 183194		<input type="checkbox"/> CHECK <input checked="" type="checkbox"/> EFT	
17. ITEM NO	18. SCHEDULE OF SUPPLIES AND SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	<p>This contract No. 2ACCSR-22-B-0002 (Contract) is by and between the United States Postal Service (USPS or the Postal Service), and Universal McCann (Supplier) governs the requirements for the media planning and purchasing services (the Services). Supplier will provide the Services to the USPS in accordance with the Statement of Work and the USPS Terms and Conditions.</p> <p>Period of Performance Base Period: April 1, 2022 - March 31, 2024</p> <p>Continued ...</p>						
23. TOTAL AWARD AMOUNT (USPS Use Only)				\$0.00			
24 A. PAYMENT DISCOUNT(S) OFFERED (Offeror to the above Solicitation)				24 B. PAYMENT DISCOUNT(S) AWARDED (USPS Use Only) NET15			
25. <input checked="" type="checkbox"/> The supplier is required to sign this document and return 1 copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets				26. <input type="checkbox"/> Award of Contract. Your offer on this solicitation is accepted as to item numbers:			
27. SUPPLIER (Name, Date, Signature) E-SIGNED by Daniela Raggetti on 2022-04-01 15:09:02 CDT TITLE: CEO TELEPHONE: 347-514-2211 EMAIL: Daniela.Raggetti@universal.com				28. UNITED STATES POSTAL SERVICE (CO's Name, Date, Signature) E-SIGNED by KATIE WILLINS on 2022-04-01 15:27:43 CDT TITLE: Contracting Officer TELEPHONE: [REDACTED] EMAIL: katherine.willins@usps.gov			

PS Form 8203 (July 2021)

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USPS-ADS-0000902291

CONTINUATION SHEET				REQUISITION NO.		PAGE OF 2 9	
CONTRACT/ORDER NO. 2ACCSR-22-B-0002		AWARD/ EFFECTIVE DATE SEE BLOCK 28		MASTER CONTRACT NO.		SOLICITATION NO. 2A-22-A-0002	
						SOLICITATION ISSUE DATE 12/30/2021	
17. ITEM NO	18. SCHEDULE OF SUPPLIES AND SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	<p>Options: Three (3), one (1) year term priced renewal option periods, as follows:</p> <p>Option 1: April 1, 2024 - March 31, 2025</p> <p>Option 2: April 1, 2025 - March 31, 2026</p> <p>Option 3: April 1, 2026 - March 31, 2027</p> <p>Per USPS Clause 2-20, Option Period (September 2021), Preliminary written notice of renewal to the supplier will be provided within sixty (60) days of contract expiration.</p> <p>Per USPS Clause 2-19, Option to Extend (Short Term) (October 2019), the Postal Service may require the supplier to extend and continue in performance at the same delivery/performance rate and at the unit prices specified in the schedule. The contracting officer may exercise this option by giving the supplier advance written notice of the requirement to continue performance at least thirty (30) days prior to the expiration of the contract term. This option may be exercised more than once, but the duration of each extension shall not exceed ninety (90) days and the sum of all extensions made pursuant to this clause shall not in the aggregate exceed six (6) months.</p> <p>USPS Contract Type: Indefinite Delivery, Indefinite Quantity (IDIQ)</p> <p>The contract guaranteed minimum, over the life of the contract including exercised options, is [REDACTED] with a maximum amount to be [REDACTED]. The Postal Service will not be obligated to award work once the minimum amount is reached. Any releases against the contract will be issued through Task/Delivery Orders and all funding will be applied to the individual Task/Delivery Orders.</p> <p>The labor category rates and media buying fee structure are in accordance with the rates stated in Attachment 2 - Final Pricing Schedule and Attachment 3 - Final Compensation Model.</p> <p>Travel required of and performed by the Supplier in direct performance of this Contract will be reimbursed on a reasonable and actual basis per USPS per diem with no allowance for indirect</p> <p>Continued ...</p>						

PS Form 8203 (July 2021)

Highly Confidential

USPS-ADS-0000902292

CONTINUATION SHEET				REQUISITION NO.		PAGE OF	
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE		MASTER CONTRACT NO.		SOLICITATION NO.	
2ACCSR-22-B-0002		SEE BLOCK 28				2A-22-A-0002	
17 ITEM NO		18 SCHEDULE OF SUPPLIES AND SERVICES		19 QUANTITY	20 UNIT	21 UNIT PRICE	22 AMOUNT
		<p>costs or profit in accordance with USPS Handbook F-15. All travel must be approved in advanced in writing by the Contracting Officer's Representative (COR).</p> <p>The following attachments are incorporated into the Contract:</p> <p>Attachment 1 - Final Statement of Work Attachment 2 - Final Pricing Schedule Attachment 3 - Final Compensation Model Attachment 4 - Final Key Personnel List Attachment 5 - Final Invoicing</p> <p>Contract Officer's Representative (COR) and primary contact for all technical and/or operational matters: COR Name: Brian Pasco, Media Marketing Specialist Sr. COR Phone: 202-268-3491 COR Email: brian.l.pasco@usps.gov</p> <p>Invoices must be submitted in accordance with Clause 4-1, General Terms and Conditions (see USPS Terms and Conditions), Section g. All invoices will be processed through the USPS electronic invoicing system. Services will be billed monthly.</p> <p>All payments will be made in accordance with the USPS Terms and Conditions, Section 4-1, i.</p> <p>The USPS Contracting Officer may make administrative changes and order changes within the general scope of the Contract as permitted by Clause 4-1 General Terms and Conditions, sub-section c. Changes. Sub Rept Req'd: Y Accounting Info: BFN: 677830 Period of Performance: 04/01/2022 to 03/31/2024</p>					
1		<p>Media Planning and Purchasing Services Account Number: 52325</p> <p>Delivery: 03/31/2024 FOB: Destination Continued ...</p>					0.00

PS Form 8203 (July 2021)

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USPS-ADS-0000902293

4 - PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Listing

Attachment Number	No. of Pages	Attachment Title
1	5	FINAL STATEMENT OF WORK
2	1	FINAL PRICING SCHEDULE
3	1	FINAL COMPENSATION MODEL
4	3	FINAL KEY PERSONNEL LIST
5	2	FINAL INVOICING

ATTACHMENT 3 – FINAL COMPENSATION MODEL

Sequential liability:

The Postal Service expressly agrees that it shall be solely liable for payment of all media invoices including, without limitation, any invoices paid by the supplier to media vendors on the Postal Service's behalf. The supplier shall be liable to pay media invoices and vendors only to the extent that the supplier has been paid by the Postal Service.

Media Services Fee:

The contract type awarded to the supplier herein is an Indefinite Delivery-Indefinite Quantity (IDIQ) contract.

The annual task order contract type awarded to the supplier herein is fixed price with equitable adjustment.

Media Buying Fee Scale:

% Local + Digital Comprising Media Mix	Media Buying Fee as a % of USPS Spend
0-10%	0.5%
11-20%	0.75%
21-30%	1.0%
31-40%	1.25%
41-50%	1.5%

The Postal Service agrees to meet with the supplier on a yearly basis to discuss/determine the appropriateness of the above scale based on the predicted media mix for the upcoming fiscal year. If it is determined that the above scale is appropriate for the upcoming fiscal year, then no action is needed.

However, if it is determined, based on substantial changes to the predicted media mix, that the above scale is no longer appropriate, then the Postal Service and the supplier may enter into discussions regarding possible upward adjustments. Adjustments made to the "media buying fee as a percent of Postal Service spend" will hold for the fiscal year for which the adjustment is made. Lastly, if an adjustment should happen to be made, the contract and this attachment will be modified to reflect that adjustment and signed by both the Postal Service and the supplier.

Media Plan Building Fee:

For year one (1), and upon signing the IDIQ contract, the Postal Service will provide the supplier with a scope of work detailing the deliverables for 2022. Upon receipt and review thereof, the supplier will propose a price to the Postal Service for the work associated with building the media plan and will calculate the media buying fee for the media buying function [REDACTED]

Upon approval of the price by the Postal Service, the Postal Service will issue a delivery/task order to the supplier to confirm the total fee for such year.

Billing Process:

Each contract year, the supplier will bill the Postal Service monthly for 1/12 of building the media plan and 1/12 of the media buying fee. The scope of work and deliverables will be reviewed quarterly and, if needed, revised via a contract modification (MOD), which the Postal Service will issue to the supplier to amend the agreed upon services and fee amount. No amendment or modification will be binding unless agreed to in writing by both parties.

For each subsequent calendar year during the term, the parties agree to discuss in good faith the scope of work, deliverables, and fee for each year, which will be represented in a new delivery/task order.

ATTACHMENT 5

FINAL INVOICING

General:

The supplier shall invoice the Postal Service for the fees and expenses set forth in the applicable schedule. Payment terms are fifteen (15) days calculated from the issuance date of each invoice. Postal Service acknowledges and agrees that supplier billing and payment terms shall be subject at all times to change at the supplier's sole discretion, in accordance with its normal credit review evaluation. Notwithstanding anything to the contrary which may be contained in this contract, since the supplier may in some circumstances be required to make substantial commitments on behalf of Postal Service, it is understood that the supplier reserves the right in any such circumstance to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of the supplier appropriate or advisable under the circumstances.

Invoices:

The supplier's invoices to the Postal Service shall include the net placement cost of all advertising, any fees to which the supplier is entitled, and any pre-approved expenses incurred. The supplier may invoice the Postal Service for any and all media on the twentieth day of each month for all media that has run and is scheduled to run in that month except for magazine, trade print, and digital media. Trade print and digital media will be billed in the on-sale month, which is one (1) month prior to the insertion month. Magazine media will be billed two (2) months prior to the insertion month. Payment for media invoices is due fifteen (15) days from the date of invoice receipt. If necessary, the supplier will issue a final invoice upon reconciling discrepancies. Final reconciliation invoices are due upon receipt.

Credit Authorization:

The Postal Service agrees to execute a letter substantially in the form attached to be used by supplier as a supplement for any media vendor authorizations or credit applications submitted on behalf of the Postal Service.

Credit Review:

Since the supplier may, in some circumstances, be required to make substantial commitments on behalf of the Postal Service, it is understood that the supplier reserves the right in any such circumstances to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of the supplier appropriate or advisable under the circumstances.

Invoice Discrepancy:

In the event of a disputed charge, the Postal Service shall notify the supplier in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under review. The Postal Service and the supplier agree to use reasonable efforts to resolve disputed invoices within thirty (30) days of the supplier's receipt of the Postal Service's notice. Media purchases that conform to written purchase orders received from the Postal Service shall be considered indisputable and must be paid in accordance herewith. Likewise, any errors in media schedules that result from data or information supplied by the Postal Service shall also be indisputable and must be paid in accordance with this section.

Reduced Rates:

If, in a medium having a schedule of graduated rates, less space than contracted for is used, the Postal Service will pay any short rate payments and/or penalties resulting from the failure to use such contracted space.

Refunds and/or Credits:

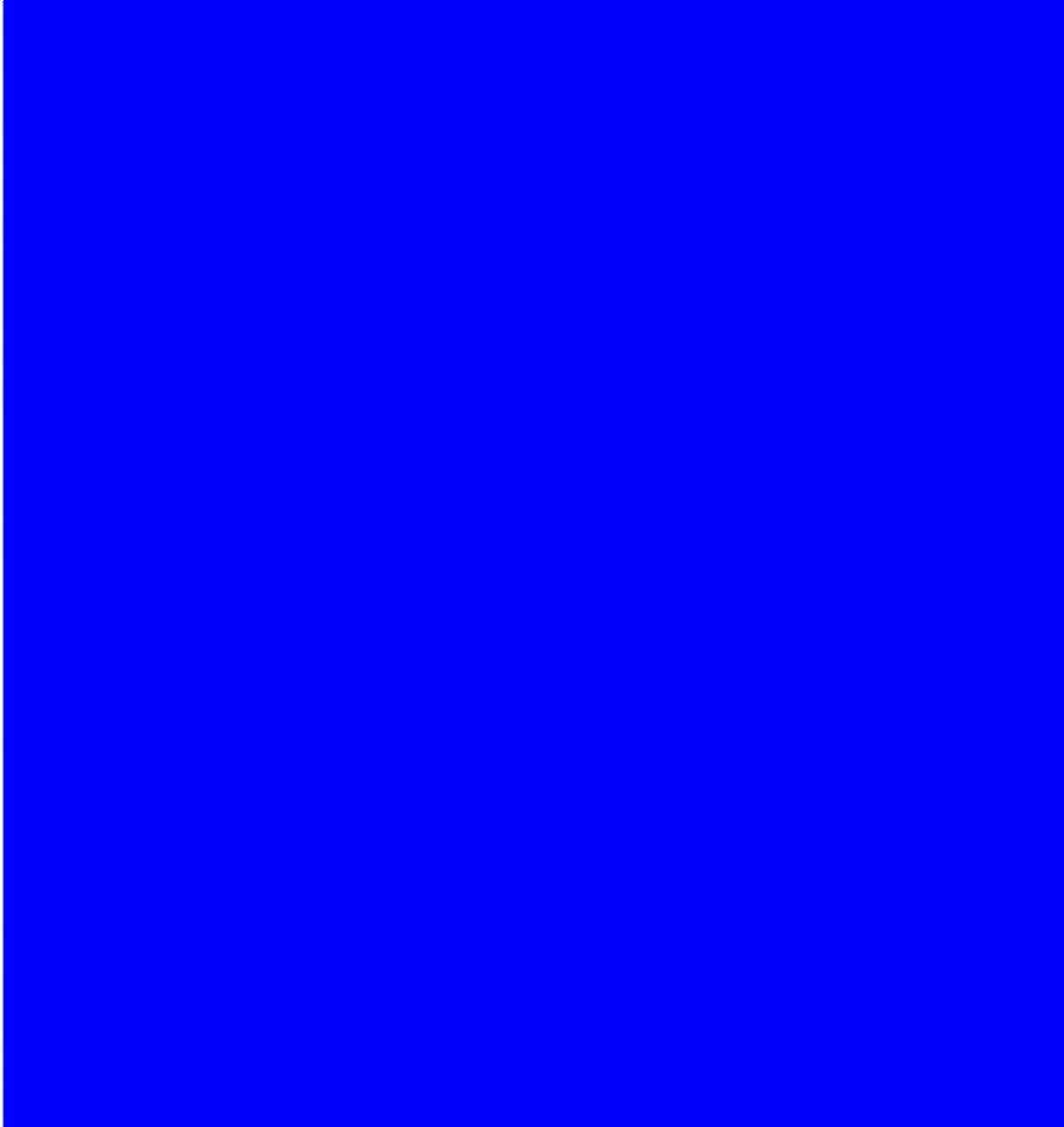
ATTACHMENT 1 – FINAL STATEMENT OF WORK

<p>the rights to use all words, slogans, images, designs, music, photographs, phrases, props, software, etc. for all creative elements. Promotion of campaigns that are in violation of others' Intellectual Property Rights are subject to the Postal Service's indemnification clauses.</p> <p>o Agency legal staff must work in cooperation with the USPS Law Department and Advertising staff. The Postal Service reserves the right to revise and update this process as needed, and continued adherence by the media agency is required. The USPS Law Department's decisions on compliance and legal matters supersede those of the agency.</p>	<p>agreements that the media providers (a) conduct such trademark searches and (b) bear responsibility for (i) the results of such searches and (ii) the use as part of the custom content program of the trademarks so searched.</p> <p>As in #24 above, UM may source these experts from either Mediabrands or from UM's holding company, The Interpublic Group of Companies, Inc. The direct cost of any full intellectual property searches (e.g., Thomson Reuters reports), together with any third-party vendor charges in connection with due diligence on all intellectual property searches for creative campaigns, shall be paid by USPS.</p> <p>UM's legal staff will work in cooperation with the USPS's Law Department and Advertising staff.</p>
<p>Agency staff must participate in Postal Service provided training on the Postal Service's Legal Compliance Process, which includes direction on the working relationship with the USPS Legal team and the Advertising and Media Planning team.</p>	<p>28. UM staff will participate in USPS-provided training on the USPS's Legal Compliance Process.</p>
<p>When use of outside counsel is required, the agency must receive prior written approval from the CO or COR, unless the agency will not bill the Postal Service for such extra expenses.</p>	<p>29. UM will receive prior written approval from the CO or COR when outside counsel is required and those expenses are to be billed to USPS.</p>
<p>The Postal Service's Vice President of Corporate Communications (CC), Chief Marketing and Sales Officer (CMO), and CO must approve all press releases that are related to Postal Service business in advance.</p>	<p>30. UM will obtain approval from the Vice President of Corporate Communications (CC), Chief Marketing and Sales Officer (CMO) and CO prior to issuing any press releases.</p>
<p>While conducting business with the Postal Service under this contract, the agency should use the Postal Service to ship all of its "mailable" items for the Postal Service account while utilizing the latest products and services for domestic and international shipping.</p>	<p>31. UM will use USPS to ship all of its "mailable" items for the USPS account.</p>
<p>All talent usage information (i.e. expiration date, talent cost, etc.) must be included in all creative elements shipped to media networks, cable stations, newspapers, magazines, events (including sports), marketing sponsors, and Postal Service employees and facilities.</p>	<p>32. Solely with respect to custom content programs into which UM enters for the benefit of USPS, UM will include all talent usage information in accompaniment of any and all creative elements that are shipped to media networks, cable stations, newspapers, magazines, event (including sports) organizers, and marketing sponsors. For all standard and other media buys and placements, UM will pass along to relevant media providers any talent usage information in accordance with traffic instructions from USPS's designated creative agency(ies) which developed the creative assets, and which is(are) responsible for traffic instructions.</p>
<p>The media agency must ensure, through its contracts and agreements with all paid media vendors, that the Postal Service's interests are protected should a successor agency be fully assigned any or all future paid media tasks or should the Postal Service choose to take this work in house.</p>	<p>33. UM will use commercially reasonable efforts, through its contracts and agreements with all paid media vendors, to protect the USPS's interests should a successor agency be fully assigned any or all future paid media tasks, or should the USPS choose to take this work in house; it specifically being agreed by USPS and UM that in either such case, USPS shall be required to, and USPS will, discharge, release, indemnify, and hold harmless UM in writing, from and against any and all obligations and liability arising out of or relating to (a) USPS's agreement(s) with each and any successor agency, (b) USPS's and any such successor agency's(ies)' agreements with media providers, and (c) any and all media tasks and media activities taking place after (i) such assignment to a successor agency or (ii) USPS's taking media work in house (as applicable). UM will purchase approved media for the benefit of USPS. UM will receive invoices from media vendors and will in turn bill USPS. Payment will be remitted to UM within 15 days from the invoice date. UM shall be liable to pay media invoices and vendors only to the extent that UM has been paid by USPS.</p>
<p>The media agency must comply with media auditing, and provide timely disclosure of media costs by channel.</p>	<p>34. UM will comply with media auditing and will provide media costs by channel in a timely fashion, as required in the underlying master agreement between USPS and UM.</p>

ATTACHMENT 2 - FINAL PRICING SCHEDULE	Escalation Rates:	

ATTACHMENT 4 – FINAL KEY PERSONNEL LIST

1. Michael Knopf, SVP, Client Business Partner
2. Lisa Catucci, SVP Group Director, Portfolio Management
3. Laura Ernst, Partner, Portfolio Management
4. Stacey Stewart, EVP, Chief Investment Officer
5. Lauren Levitt, SVP, Managing Partner, Strategy
6. Dan Toplitt, SVP Head of SEO



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 001	2. EFFECTIVE DATE 04/12/2022	3. REQUISITION NO.	PAGE 1	OF 1
4. ISSUED BY YU TE S. CHANG Advertising & Creative Services Professional & Technical Service CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1520 Washington DC 20260-1520 202 268 7481 TELEPHONE FAX EMAIL	CODE 2ACCSR	5. ADMINISTERED BY (If other than Item 4) Advertising & Creative Services Professional & Technical Services CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1520 Washington DC 20260-1520	CODE 2ACCSR	
6. SUPPLIER NAME AND ADDRESS SUB: UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 7247 PHILADELPHIA PA 191708060 TELEPHONE FAX EMAIL	CODE 000763858	7A. AMENDMENT OF SOLICITATION NO.		
		7B. DATED (SEE ITEM 9)		
		X 8A. MODIFICATION OF CONTRACT / ORDER NO. 2ACCSR-22-B-0002		
		8B. DATED (SEE ITEM 10) 04/01/2022		

9. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered Solicitation is amended as set forth in Items 7A and 11. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 6 and 13 and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or email which includes a reference to the solicitation and amendment number. YOUR OFFER MAY BE REJECTED IF ACKNOWLEDGEMENT OF THIS AMENDMENT IS NOT RECEIVED AT THE PLACE DESIGNATED AND PRIOR TO THE HOUR AND DATE SPECIFIED. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or email, provided each letter or email makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACT / ORDER IN ITEM 8A. IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 11.

<input type="checkbox"/>	A. THIS CHANGE IS ISSUED PURSUANT TO CLAUSE: (Specify clause by number and name)
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF MUTUAL AGREEMENT.
<input type="checkbox"/>	D. OTHER: (Specify type of modification and authority)

E. IMPORTANT: Supplier ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

11. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to add the Specialty Services Addendum to Invoicing Attachment titled "USPS - UM - 2022 Specialty Services Addendum" to master contract 2ACCSR-22-B-0002. In the event of a conflict between terms of the "Invoicing Attachment" and the "Specialty Services Addendum," the "Specialty Services Addendum" will supersede the "Invoicing Attachment" in situations where the Postal Services and the supplier have agreed that specialty services are to be provided by an affiliate of the supplier. This addendum will be effective on 4/6/2022. All other terms and conditions remain unchanged.

Sub Rept Req'd: Y

Period of Performance: 04/01/2022 to 03/31/2024

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A, as heretofore changed, remain unchanged and in full force and effect.

12. ACCOUNTING DATA	A. AWARD PAYMENT TERMS NET15	B. NET CHANGE
13. SUPPLIER (Name, Date, Signature) E-SIGNED by Daniela Raggetti on 2022-04-11 15:45:41 CDT TITLE: CEO TELEPHONE: 347-514-2311 EMAIL: Daniela.Raggetti@umw.com	14. UNITED STATES POSTAL SERVICE (CO's Name, Date, Signature) E-SIGNED by KATIE WILLINS on 2022-04-12 07:30:56 CDT TITLE: Contracting Officer TELEPHONE: [REDACTED] EMAIL: katherine.willins@usps.gov	

SPECIALTY SERVICES ADDENDUM TO INVOICING ATTACHMENT

The following constitutes an Addendum (the "Addendum") to Attachment No. 5 ("Invoicing") (the "Invoicing Attachment") to the Media Strategy, Planning and Buying Services Agreement #2ACCSR-22-B-0002, dated and effective as of April 1, 2022 (including all attachments thereto), by and between the United States Postal Service ("USPS") and Universal McCann Worldwide, LLC ("Agency") (the "Agreement"), with respect to all specialty services being provided to USPS by Agency. This Addendum, similarly dated and effective as of April 1, 2022 (the "Addendum Effective Date"), supersedes and replaces any previous version of the Addendum as of the Addendum Effective Date. Each capitalized term used but not defined in this Addendum will have the same meaning assigned to such term in the Agreement. In the event of a conflict between any terms of the Agreement (including the Invoicing Attachment) and the terms of this Addendum, the terms of this Addendum will supersede the Agreement (including the Invoicing Attachment) in those situations where USPS and Agency have agreed that specialty services are to be provided by an affiliate of Agency.

1. **Rapport.** Outdoor Advertising Group d/b/a Rapport ("Rapport"), an affiliate of Agency, may be used to deliver Out of Home ("OOH") services to USPS, with a [REDACTED] [REDACTED] on traditional OOH net spend. Rapport additionally may be delivering print production, customized events, experiential activations, and/or other USPS-approved non-traditional media; these services will be invoiced as a fixed-price.

2. Matterkind.

(a) Programmatic Fees. [REDACTED]

[REDACTED]

For the avoidance of doubt, Matterkind's Total Campaign Budget, Third Party Costs, and Matterkind's Programmatic Fees are Matterkind's Confidential Information.

- (b) Matterkind may deliver additional Services as requested by USPS and agreed upon in writing by Agency, such as direct mail; these additional Services may be subject to (i) additional associated fees to be confirmed in writing and (b) additional terms to be provided by Agency.

3. ADDITIONAL TERMS AND CONDITIONS RELATING TO SPECIALTY SERVICES.

- (a) USPS agrees and acknowledges that Agency may use tagging in order to provide third party ad verification and other monitoring services with respect to the delivery of the specialty services.
- (b) USPS agrees to cooperate fully with Agency to provide any required notice and opt-in or -out mechanisms consistent with applicable laws or industry self-regulation, for the purpose of providing website users with information and choices in connection with online advertising and analytics.

4. FEES. Notwithstanding any contrary provision in the Agreement, including the Invoicing Attachment, USPS agrees that where specialty services are operating under a fixed price model, specialty services shall not be subject to reconciliation or audit, and the relevant Agency affiliate will have no obligation to separate media cost from its compensation. Agency affiliate will provide its standard reporting for performance verification for specialty services to USPS.

5. TERMS APPLICABLE TO ORION SAVINGS PROGRAM.

USPS agrees to participate in the Orion Savings Program (the "Program"), under which USPS may take advantage of certain savings opportunities that Agency affiliate Orion Worldwide LLC ("Orion") has negotiated with media and related vendors.

To facilitate the Program, Orion has provided consideration to vendors in exchange for an agreed-upon value of vendor's services ("Credits"). Credits may be applied against an authorized media buy by Agency or an approved affiliate, thereby delivering a lower effective cost to USPS than negotiated rates. Where Credits have been applied, USPS will be delivered savings measured against USPS's authorized media spend.

Due to confidentiality agreements with its vendors which allow Orion to create unique savings opportunities, the vendor agreements, rates, and other transactional data involved in the Program (including for digital and programmatic campaigns) are proprietary and will not be disclosed to USPS. Orion does not charge USPS any supplemental fees, and accordingly Orion shall not (a) be subject to any audit process specified in the Agreement or (b) have any obligation to identify any financial benefit to Orion due to Credit redemption, either in an invoice, reporting, or otherwise.

However, USPS will be entitled to savings reports relating to the Program, as well as customary proof of media delivery covered under the Program.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 002	2. EFFECTIVE DATE 05/02/2022	3. REQUISITION NO.	PAGE 1	OF 1
4. ISSUED BY YU TE S. CHANG Advertising & Creative Services Professional & Technical Service CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1520 Washington DC 20260-1520 202 268 7481 TELEPHONE EMAIL		CODE 2ACCSR	5. ADMINISTERED BY (if other than Item 4) Advertising & Creative Services Professional & Technical Services CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1520 Washington DC 20260-1520 CODE 2ACCSR	
6. SUPPLIER NAME AND ADDRESS SUB: UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 7247 PHILADELPHIA PA 191708060 TELEPHONE EMAIL		CODE 000763858	7A. AMENDMENT OF SOLICITATION NO.	
			7B. DATED (SEE ITEM 9)	
			X 8A. MODIFICATION OF CONTRACT / ORDER NO. 2ACCSR-22-B-0002	
			8B. DATED (SEE ITEM 10) 04/01/2022	

9. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered Solicitation is amended as set forth in Items 7A and 11. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 6 and 13 and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or email which includes a reference to the solicitation and amendment number. YOUR OFFER MAY BE REJECTED IF ACKNOWLEDGEMENT OF THIS AMENDMENT IS NOT RECEIVED AT THE PLACE DESIGNATED AND PRIOR TO THE HOUR AND DATE SPECIFIED. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or email, provided each letter or email makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACT / ORDER IN ITEM 8A. IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 11.

<input type="checkbox"/>	A. THIS CHANGE IS ISSUED PURSUANT TO CLAUSE: (Specify clause by number and name)
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES.
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF MUTUAL AGREEMENT. Mutual Agreement
<input type="checkbox"/>	D. OTHER: (Specify type of modification and authority)

E. IMPORTANT: Supplier ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

11. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to add the Specialty Services Addendum to Invoicing Attachment titled "USPS Matterkind Lead Gen - OBM Scope" to master contract 2ACCSR-22-B-0002. In the event of a conflict between terms of the "Invoicing Attachment" and the "Specialty Services Addendum," the "Specialty Services Addendum" will supersede the "Invoicing Attachment" in situations where the Postal Services and the supplier have agreed that specialty services are to be provided by an affiliate of the supplier. This addendum will be effective on 4/28/2022. All other terms and conditions remain unchanged.

Sub Rept Req'd: Y

Period of Performance: 04/01/2022 to 03/31/2024

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A, as heretofore changed, remain unchanged and in full force and effect.

12. ACCOUNTING DATA	A. AWARD PAYMENT TERMS NET15	B. NET CHANGE
13. SUPPLIER (Name, Date, Signature) E-SIGNED by Daniela Raggetti on 2022-05-02 16:25:11 CDT TITLE: TELEPHONE: EMAIL:		14. UNITED STATES POSTAL SERVICE (CO's Name, Date, Signature) KATIE WILLINS E-SIGNED by KATHERINE WILLINS on 2022-05-03 07:06:27 CDT TITLE: Contracting Officer TELEPHONE: [REDACTED] EMAIL: katherine.willins@usps.gov

SPECIALTY SERVICES ADDENDUM TO INVOICING ATTACHMENT

The following constitutes an Addendum (the "Addendum") to Attachment No. 5 ("Invoicing") (the "Invoicing Attachment") to the Media Strategy, Planning and Buying Services Agreement #2ACCSR-22-B-0002, dated and effective as of April 1, 2022 (including all attachments thereto), by and between the United States Postal Service ("USPS") and Universal McCann Worldwide, LLC ("Agency") (the "Agreement"), with respect to all specialty services being provided to USPS by Agency. This Addendum, similarly dated and effective as of April 1, 2022 (the "Addendum Effective Date"), supersedes and replaces any previous version of the Addendum as of the Addendum Effective Date. Each capitalized term used but not defined in this Addendum will have the same meaning assigned to such term in the Agreement. In the event of a conflict between any terms of the Agreement (including the Invoicing Attachment) and the terms of this Addendum, the terms of this Addendum will supersede the Agreement (including the Invoicing Attachment) in those situations where USPS and Agency have agreed that specialty services are to be provided by an affiliate of Agency.

1. **Rapport.** Outdoor Advertising Group d/b/a Rapport ("Rapport"), an affiliate of Agency, may be used to deliver Out of Home ("OOH") services to USPS, with a [REDACTED] on traditional OOH net spend. Rapport additionally may be delivering print production, customized events, experiential activations, and/or other USPS-approved non-traditional media; these services will be invoiced as a fixed-price.

2. **Matterkind.**

(a) **Programmatic Fees.** [REDACTED]

[REDACTED]

[REDACTED]

For the avoidance of doubt, Matterkind's Total Campaign Budget, Third Party Costs, and Matterkind's Programmatic Fees are Matterkind's Confidential Information.

- (b) Matterkind may deliver additional Services as requested by USPS and agreed upon in writing by Agency, such as direct mail; these additional Services may be subject to (i) additional associated fees to be confirmed in writing and (b) additional terms to be provided by Agency.

3. ADDITIONAL TERMS AND CONDITIONS RELATING TO SPECIALTY SERVICES.

- (a) USPS agrees and acknowledges that Agency may use tagging in order to provide third party ad verification and other monitoring services with respect to the delivery of the specialty services.
- (b) USPS agrees to cooperate fully with Agency to provide any required notice and opt-in or -out mechanisms consistent with applicable laws or industry self-regulation, for the purpose of providing website users with information and choices in connection with online advertising and analytics.

4. FEES. Notwithstanding any contrary provision in the Agreement, including the Invoicing Attachment, USPS agrees that where specialty services are operating under a fixed price model, specialty services shall not be subject to reconciliation or audit, and the relevant Agency affiliate will have no obligation to separate media cost from its compensation. Agency affiliate will provide its standard reporting for performance verification for specialty services to USPS.

5. TERMS APPLICABLE TO ORION SAVINGS PROGRAM.

USPS agrees to participate in the Orion Savings Program (the "Program"), under which USPS may take advantage of certain savings opportunities that Agency affiliate Orion Worldwide LLC ("Orion") has negotiated with media and related vendors.

To facilitate the Program, Orion has provided consideration to vendors in exchange for an agreed-upon value of vendor's services ("Credits"). Credits may be applied against an authorized media buy by Agency or an approved affiliate, thereby delivering a lower effective cost to USPS than negotiated rates. Where Credits have been applied, USPS will be delivered savings measured against USPS's authorized media spend.

Due to confidentiality agreements with its vendors which allow Orion to create unique savings opportunities, the vendor agreements, rates, and other transactional data involved in the Program (including for digital and programmatic campaigns) are proprietary and will not be disclosed to USPS. Orion does not charge USPS any supplemental fees, and accordingly Orion shall not (a) be subject to any audit process specified in the Agreement or (b) have any obligation to identify any financial benefit to Orion due to Credit redemption, either in an invoice, reporting, or otherwise.

However, USPS will be entitled to savings reports relating to the Program, as well as customary proof of media delivery covered under the Program.

For lead generation outcome based marketing program ("Lead Gen") services ("Lead Gen Services") provided by Agency Affiliate Matterkind, a division of Kinesso, LLC ("Matterkind"), the following terms shall apply.

1. Scope of Lead Gen Services. Matterkind will:

1.1 Lead Gen Strategy.

- (a) Collaborate with Client on the development of a brief for Lead Gen campaigns which will include goals and objectives, benefits, budgets and tactics;
- (b) Evaluate the media briefs provided by Client with Client, and use such in the development of the Lead Gen strategy and execution to a holistic digital plan;
- (c) Select third party Lead Gen technology Platform ("Lead Gen Platform") and provide any processes and rules specific to the Lead Gen Platform;
- (d) Attend Client briefings on a regular basis;
- (e) Develop a Lead Gen execution strategy;
- (f) Establish campaign parameters in coordination with applicable Client teams prior to campaign launch;
- (g) Translate the Lead Gen brief into the technical execution of the campaign;
- (h) Incorporate the measurement and reporting framework from Client into the campaign; and
- (i) Coordinate periodic working sessions with Client to discuss the state of current Lead Gen plans.

1.2. Lead Gen Campaign Management.

- (a) Set up campaigns, identify the audience profiles/target demographics and set campaign goals;
- (b) Develop and implement the lead form fields using creative provided by the Client for the campaign, in the Matterkind-specified format;
- (c) Confirm with Client all applicable budgets as well as recommend options for campaign tactic parameters; however, Client shall be responsible for confirming all tactics to be implemented will be compliant with all laws, rules and regulations applicable to Client's industry;
- (d) Build Campaigns via Lead Gen Platform;
- (e) Weekly evaluation of performance will be provided;
- (f) Monitor campaign pacing reporting;
- (g) Manage between campaign tactics and partners to reach lead goals, manage campaign spend; and
- (h) Provide campaign performance delivery reporting per mutually agreed upon campaign KPIs, which may include, without limitation, cost, leads, cost per Compensable Action and all other pertinent mutually agreed upon KPIs.

2. Lead Acceptance Process. Each Lead Gen campaign will generate "Leads," which means data collected by Lead Gen Platform as predefined prior to commencement of the applicable campaign. Such data may include name, email address, postal address, phone number, date of birth, gender, time/date stamp, IP address, Source ID, or any additional custom data fields collected from, or approved in writing, by Client. Client will provide information to Matterkind regarding Lead success/qualifications. Client shall have fourteen (14) days from the date that the Lead was generated and provided to Client to identify the Lead as either: (i) accepted or (ii) rejected. Any Leads not identified in such time frame will be deemed to be accepted. If rejected, Client must provide a written reason why the Lead was rejected. Client may not reject a Lead that meets the success

criteria or qualifications established by the parties for a campaign, unless the Lead is rejected because it is a duplicate of an existing prospect or customer in Client's database from a source other than Lead Gen Platform. If a Lead is rejected ("**Rejected Lead**"), Client shall cease any use of the Rejected Lead data and shall not combine such data with any other Client data or database. Rejected Leads are the Confidential Information of Matterkind and shall be promptly destroyed by Client.

3. **Use of Personal Information by Client.** Client will provide Matterkind and the applicable Lead Gen Platform a link to Client's privacy notice or data use policy ("**Privacy Policy**"), which Matterkind will arrange via the Platform to be displayed with any Lead Gen advertisement served. The Privacy Policy must comply with all applicable laws, and Client shall comply with the Privacy Policy in any use of the personal information provided by Lead Gen Platform to Client. Client will receive the personal information directly from Lead Gen Platform, and not from Matterkind.

4. **Fees and Payment.**

4.1 **Lead Gen Fees.**

4.2 **Invoices.** The fees and costs for authorized Lead Gen Services will be invoiced, by Agency, one month in arrears based on qualified Leads qualifying under the definition of Compensable Action. If necessary, Matterkind will issue, by Agency, a final invoice upon reconciling Rejected Leads. Lead Gen Services that conform to written Approvals received from Client shall be considered indisputable and must be paid in accordance with this Schedule.

4.3 **Cancellations.** Either party may cancel this Schedule in whole or in part, for any reason, without penalty, upon forty-eight (48) hours prior written notice to the other party.